

Prepared by and return to:
Joanna S. Pizzo, Esq.
Varnum, LLP
4501 Tamiami Trail N. Ste 350
Naples, FL 34103

CERTIFICATE OF RECORDATION
SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND
COVENANTS OF CYPRESS PINES
AND
SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR
CYPRESS PINES PROPERTY OWNER'S ASSOCIATION, INC.
AND
SECOND AMENDED AND RESTATED BYLAWS FOR CYPRESS PINES PROPERTY
OWNER'S ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Second Amended and Restated Declaration of Restrictions and Covenants of Cypress Pines, Second Amended and Restated Articles of Incorporation of Cypress Pines Property Owner's Association, Inc., and Second Amended and Restated Bylaws of Cypress Pines Property Owner's Association, Inc., were duly approved and adopted by the Association's membership at the duly noticed meeting of Members on March 31, 2026. Said documents were approved by a proper percentage of the Association's voting interests and are hereby submitted for recording in their entirety.

The original Declaration of Restrictions and Covenants for Cypress Pines, the Articles of Incorporation of Cypress Pines Property Owner's Association, Inc., and the Bylaws of Cypress Pines Property Owner's Association, Inc., including the legal description of the Lee County, Florida, real property subject to these documents, was recorded in Official Records Book 1642, Page 2161 et seq., Public Records of Lee County, Florida. The prior Amended and Restated Declaration of Restrictions and Covenants, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws are recorded at Instrument Number 2006000101750 of the Public Records of Lee County, Florida. The attached documents amend, restate, and supersede all prior versions of the Declaration, Articles of Incorporation, and Bylaws in their entirety.

WITNESSES:

CYPRESS PINES PROPERTY OWNER'S ASSOCIATION, INC.

[Signature]
Signature

Dan Frey
Print Name

20005 Petrucka Cir #4
Lehigh Acres, FL 33936
Address

[Signature]
Signature

Gary Hellickson
Print Name

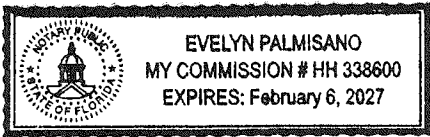
19894 Lake Vista Cir
Lehigh Acres, FL 33936
Address

BY: [Signature]
Jane Wiseman, President

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [X] in person or [] virtual attendance, Jane Wiseman, as President of Cypress Pines Property Owner's Association, Inc. who is [X] personally known to me or [] has produced her Driver License, as identification, and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid the 14th day of April 2026.



[Signature]
Notary Public, State of Florida
Print Name: EVELYN Palmisano

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF

CYPRESS PINES PROPERTY
OWNERS' ASSOCIATION, INC.

Revised 2026

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
CYPRESS PINES PROPERTY OWNERS' ASSOCIATION, INC.

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**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
CYPRESS PINES PROPERTY OWNERS' ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, these Articles of Incorporation of Cypress Pines Property Owners' Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on October 13, 1982, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Chapter 617, Florida Statutes, and the omission of matters of historical interest. The Association's Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I
NAME

The name of the corporation is Cypress Pines Property Owners' Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II
PRINCIPAL OFFICE

The principal office of the corporation presently is 530 Construction Lane, Lehigh Acres, FL 33936, or as may be designated by the Board of Directors from time to time.

ARTICLE III
PURPOSE AND POWERS

This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a not for profit corporation formed for the purpose of operating a corporate residential homeowners' association which, subject to a Declaration of Restrictions and Covenants, was recorded in Official Records Book 1642, Pages 2161, *et seq.*, of the Public Records of Lee County, Florida, as thereafter amended. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges, Assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the

corporation, including all license fees, taxes or governmental charges levied or imposed against the Property or the Association;

(B) to make, amend and enforce reasonable Rules and Regulations governing the use of the Common Areas, the Lots, and the operation of the Association;

(C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws and the reasonable Rules of the Association;

(D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board or the Members;

(E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association;

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the Voting Interests, present and voting, electronically, in person or by proxy at a duly called meeting of the Members;

(G) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to obtaining approval of a majority of the Voting Interests present and voting at a meeting of the Members called for that purpose;

(H) to maintain, repair, replace, improve and provide insurance for the Common Areas;

(I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association and as provided in the Declaration;

(J) to grant, rescind, modify or move easements;

(K) to exercise all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the Declaration, these Articles and the Bylaws.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Membership and voting rights shall be as set forth in the Association's Bylaws.

ARTICLE V
TERM; DISSOLUTION

The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total Voting Interests. If the Association is dissolved, the surface water management system, real property containing the surface water management system and water management portions of the Association Property will be conveyed to an agency of local government determined to be acceptable to South Florida Water Management District. If the local government declines to accept the conveyance, then the surface water management system, real property containing the surface water management system and water management portions of the Association Property will be dedicated to a similar not for profit corporation.

ARTICLE VI
BYLAWS

The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal: Amendments to these Articles may be proposed by a majority of the Board or upon a petition of twenty-five percent (25%) of the Voting Interests at any regular or special meeting of the Members and shall be submitted to a vote of the Members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles may be amended if the proposed amendment is approved by the affirmative vote of at least a majority of the Voting Interests who are present and voting, electronically, in person or by proxy, at a duly called meeting of the Members of the Association.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Lee County, Florida with

the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII
DIRECTORS AND OFFICERS

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors. Directors are required to meet all qualifications imposed by the Bylaws.

(B) Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX
INDEMNIFICATION

(A) Indemnitees. The Association shall indemnify any person who was, will be or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer, employee, committee member, hearing panel member, or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(B) Indemnification. The Association shall indemnify any Indemnitee against expenses and amounts paid in settlement not exceeding, in the judgment of the Board, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.

(C) Determination of Applicability. Any indemnification under this Article IX, unless pursuant to determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper under the

circumstances because he or she has met the applicable standard of conduct set forth in Section IX(A) or (B). Such determination shall be made:

(i) By the Board by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;

(ii) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

(iii) By independent legal counsel;

a. Selected by the Board prescribed in paragraph IX(D)(i), or the committee prescribed in paragraph IX(D)(ii); or

b. If a quorum of the Directors cannot be obtained (or paragraph VIII(D)(i) and the committee cannot be designated under paragraph IX(D)(ii), selected by a majority vote of the full Board (in which Directors who are parties may participate); or

(iv) By a majority of the voting interests of the Association Members who were not parties to such proceeding.

(D) Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph IX(C)(iii) shall evaluate the reasonableness of expenses and may authorize indemnification.

(E) Advancing Expenses. Expenses incurred by an Indemnitee in defending a civil or criminal proceeding, or the threat of same, may be paid by the Association in advance of final disposition of such proceeding upon receipt of any undertaking by or on behalf of such Director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms that the Board deems appropriate.

(F) Exclusions. Indemnification or advancement of expenses shall not be made to or on behalf of any Indemnitee if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(i) A violation of the criminal law, unless the Indemnitee had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(ii) A transaction from which the Indemnitee derived and improper personal

benefit; or

(iii) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.

(G) Continuation. Indemnification and advancement of expenses under this Article VIII shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be an Indemnitee and shall inure to the benefit of the heirs, executors, and administration of such a person, unless otherwise provided when authorized or ratified.

(H) Definitions. For purposes of this Article IX, the term "expenses" shall be deemed to include attorneys' fees and related "out-of-pocket" expenses, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on, and which are accepted by, such persons.

(I) Effect. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of Members or otherwise.

(J) Amendment. Anything to the contrary herein notwithstanding, no amendment to this Article IX shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.